

AGREEMENT

This Agreement is made and entered into effective on the ____ day of _____, 2009, by and between Washington County (the "County"), and the Pine Valley Local District, (the "District").

RECITALS

WHEREAS, on the 9th day of February 2009, the Office of the Lieutenant Governor issued a Certificate of Creation of the Pine Valley Local District; and

WHEREAS, the service to be provided by the Local District is extended police protection; and

WHEREAS, the District desires to have the County provide additional law enforcement services for the District in the Pine Valley area, over and above what the County is currently able to provide in the Pine Valley area, during peak times when people recreate and camp in the Pine Valley area; and

WHEREAS, the County is willing to assist the District with additional law enforcement services; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Services. The County shall provide additional law enforcement services to the District as follows: The Washington County Sheriff's Department shall provide at least one (1) patrol in the Pine Valley area during the weekends commencing on May 22, 2009 through October 25, 2009. These patrols will begin on Friday afternoon and end on Sunday evening. On July 4th 2009

2009 (Independence Day), July 24th, 2009 (Pioneer Day), and September 7th, 2009 (Labor Day), the Washington County Sheriff's Department shall provide at least two (2) patrols.

2. **Consideration.** The District shall pay the amount of \$10,000.00 to the County as consideration for the additional law enforcement services to be provided by the County to the District. This amount represents the total amount to be paid for the additional law enforcement services provided by the County to the District. No additional compensation will be paid by the District to the County for said services.

3. **Sole Provider.** The County shall be the sole provider of law enforcement services to the District.

GENERAL TERMS

4. **Utah Law to govern.** This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

5. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.

6. **Integration.** All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

7. **Number and gender.** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of

the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

8. **Paragraph headings.** The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

9. **Partial validity.** If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this agreement shall be considered valid and operative, and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

10. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

11. **Necessary Acts and Cooperation.** The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

12. **Ambiguities.** This agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this agreement.

13. **No Third Party Beneficiaries.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer

of any party, and no such persons shall have any cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Rights and Remedies. The parties shall have all rights and remedies provided under applicable federal or state law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the District or the County.

16. Laws and Regulations. Any and all services provided hereunder will comply fully with all applicable Federal and State and local laws and regulations.

17. Indemnity Clause. Each party agrees to indemnify, save harmless, and release the other party and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the that party's officers, agents, volunteers, or employees, but not for claims arising from the other party's sole negligence.

18. **Term.** This Agreement shall terminate on January 1, 2010.

19. **Termination.** This Agreement may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

20. **Assignment.** This Agreement may not be assigned by either party.

21. **Approval by Parties Governing Body.** This Agreement has been approved for signature for the County by the Washington County Commission and for the District by the District's Administrative Control Board. Each party warrants that the person signing in behalf of the County or the District, as the case may be, is doing so with the authority of said party.

WASHINGTON COUNTY

By: _____
James J. Eardley, Chair
Washington County Commission

Date: _____

PINE VALLEY LOCAL DISTRICT

By: Mary Ester Putnam
Mary Ester Putnam, Chair

Date: 6-09-09